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10  
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craigslist, Inc.

12  
13 UNITED STATES DISTRICT COURT  
14 NORTHERN DISTRICT OF CALIFORNIA  
15 SAN FRANCISCO DIVISION

16 craigslist, Inc., a Delaware corporation,

17 Plaintiff,

18 v.

19 Christopher Meyer; Sean Meyer; XLR  
20 Publications, Inc., a Delaware corporation;  
John Doe d/b/a cladgenius.com; John Doe  
21 d/b/a caposter.net; John Doe d/b/a  
pvagenius.com; and Does 7 through 25,  
inclusive,

22 Defendants.

23  
24 **Case No. CV 09 04737 MMC**

25  
26 **PLAINTIFF CRAIGSLIST, INC.'S FIRST**  
**AMENDED COMPLAINT FOR:**  
**(1) COPYRIGHT INFRINGEMENT,**  
17 U.S.C. § 101, et seq.; **(2) VIOLATION OF**  
**THE DIGITAL MILLENNIUM**  
**COPYRIGHT ACT, 17 U.S.C. § 1201;**  
**(3) VIOLATION OF THE COMPUTER**  
**FRAUD AND ABUSE ACT, 18 U.S.C.**  
§1030; **(4) VIOLATION OF CALIFORNIA**  
**PENAL CODE § 502; (5) BREACH OF**  
**CONTRACT; (6) INDUCING BREACH OF**  
**CONTRACT; (7) INTENTIONAL**  
**INTERFERENCE WITH CONTRACTUAL**  
**RELATIONS; AND (8) FRAUD.**

27  
28 **DEMAND FOR JURY TRIAL.**

## I. INTRODUCTION

1. craigslist operates the website, [www.craigslist.org](http://www.craigslist.org), which provides online localized classified ad placements and related online services in 700 cities in 70 countries worldwide. craigslist is one of the most visited websites in the world with more than 50 million Americans alone visiting the craigslist website each month generating more than 20 billion page views, and posting more than 40 million free classified ads. The smooth operation and functional usability of the website is vital to craigslist and to the millions of people who rely on its services each and every day. Unfortunately, craigslist is required to expend significant resources in combating abuse by individuals who wish to profit by flooding craigslist with illegitimate advertisements and by otherwise conducting prohibited activities at the expense of craigslist and legitimate craigslist users.

2. Defendants are engaged in intentional for-profit abuse of craigslist that threatens the very operation of the services and communities that craigslist has built. Defendants develop, offer, market and distribute illegal tools and services designed to greatly facilitate and amplify unauthorized and illegal uses of craigslist's classified services – at the expense of craigslist and legitimate craigslist users.

3. Defendant's ongoing activities burden craigslist's systems and services and detract from craigslist's free local online marketplace communities as well as craigslist's reputation and goodwill.

4. craigslist brings this action to protect its services and the communities that rely on its services from being injured by self-interested profiteers undermining and debasing craigslist's services in the pursuit of ill-gotten gains.

## II. JURISDICTION

5. The Court has jurisdiction over this action pursuant to:

a. 28 U.S.C. §§ 1331 and 1338, because this action alleges violations of federal statutes, including 17 U.S.C. § 101, *et seq.*, 17 U.S.C. § 1201, and 18 U.S.C. § 1030;

b. Additionally or alternatively, 28 U.S.C. § 1332, because there may be complete diversity of citizenship between the parties which will be determined when all

1 defendants are identified, and because the matter in controversy exceeds the sum or value of  
 2 \$75,000, exclusive of interest and costs; and

3                   c.        28 U.S.C. § 1367 (supplemental jurisdiction), because the claims alleged  
 4 under state law are so related to claims in this action over which this Court has original  
 5 jurisdiction that they form part of the same case and controversy under Article III of the United  
 6 States Constitution.

7                   **III. VENUE**

8               6.        Venue is proper in this District under 28 U.S.C. § 1391, because a substantial part  
 9 of the events or omissions giving rise to the claims occurred in this District, Defendants accessed  
 10 and used craigslist's computers and services to transact their affairs, craigslist is located in this  
 11 District, and a substantial part of craigslist's property, which was targeted and damaged by  
 12 Defendants' acts, is situated in this District.

13               7.        In addition, the Terms of Use ("TOU") governing Defendants' access to and use of  
 14 the craigslist website and craigslist's services provide that courts located within the county of San  
 15 Francisco, California, shall have exclusive jurisdiction over the relationship between craigslist  
 16 and Defendants.

17               8.        Intradistrict Assignment is proper in the San Francisco Division of this Court  
 18 pursuant to Civil Local Rules 3-5(b) and 3-2(c) for the reasons stated above.

19                   **IV. THE PARTIES**

20               9.        craigslist, Inc. is a Delaware corporation, with its principal place of business in  
 21 San Francisco, California.

22               10.      craigslist is informed and believes, and on that basis alleges, that Defendant  
 23 Christopher Meyer is an individual residing at 3133 Cedar Ravine Road, Placerville, CA 95667.

24               11.      Defendant Christopher Meyer paid for the registration of the cladgenius.com  
 25 domain name.

26               12.      craigslist is informed and believes, and on that basis alleges, that Defendant  
 27 Christopher Meyer is responsible in whole or in part for the wrongdoing alleged herein.

1           13. craigslist is informed and believes, and on that basis alleges, that Defendant Sean  
2 Meyer is an individual residing at 401 North Milpas Street, Suite E, Santa Barbara, CA 93103.

3           14. Defendant Sean Meyer was responsible for the registration of the domain name  
4 pvagenius.com.

5           15. craigslist is informed and believes, and on that basis alleges, that Defendant Sean  
6 Meyer is responsible in whole or in part for the wrongdoing alleged herein.

7           16. craigslist is informed and believes, and on that basis alleges, that Defendant XLR  
8 Publications, Inc. has its principal place of business at 11833 Mississippi Avenue, Suite 200,  
9 Los Angeles, CA 90025.

10          17. Defendant XLR Publications, Inc. paid for and registered the domain name  
11 pvagenius.com.

12          18. craigslist is informed and believes, and on that basis alleges, that Defendant XLR  
13 Publications, Inc. is responsible in whole or in part for the wrongdoing alleged herein.

14          19. craigslist is informed and believes, and on that basis alleges, that John Doe d/b/a  
15 cladgenius.com is a person or entity responsible in whole or in part for the wrongdoing alleged  
16 herein. craigslist will amend this Complaint when the identities of such persons or entities  
17 and/or the scope of their actions become known.

18          20. craigslist is informed and believes, and on that basis alleges, that John Doe d/b/a  
19 caposter.net is a person or entity responsible in whole or in part for the wrongdoing alleged  
20 herein. craigslist will amend this Complaint when the identities of such persons or entities  
21 and/or the scope of their actions become known.

22          21. craigslist is informed and believes, and on that basis alleges, that John Doe d/b/a  
23 pvagenius.com is a person or entity responsible in whole or in part for the wrongdoing alleged  
24 herein. craigslist will amend this Complaint when the identities of such persons or entities and/or  
25 the scope of their actions become known.

26          22. Does 7-25 are persons or entities responsible in whole or in part for the  
27 wrongdoing alleged herein. craigslist is informed and believes, and based thereon, alleges that  
28 each of the Doe Defendants participated in, ratified, endorsed, or was otherwise involved in the

acts complained of, and that they have liability for such acts. craigslist will amend this Complaint if and when the identities of such persons or entities and/or the scope of their actions become known.

23. Defendants Christopher Meyer, Sean Meyer, XLR Publications, Inc., John Doe d/b/a cladgenius.com, John Doe d/b/a caposter.net, John Doe d/b/a pvagenius.com, and Does 7 through 25 are referred to collectively in this Complaint as "Defendants."

## V. FACTS GIVING RISE TO ALL CLAIMS FOR RELIEF

## A. CRAIGSLIST BACKGROUND

24. craigslist was founded in San Francisco, California, in 1995. It originated from an email list by Craig Newmark to share information with friends and acquaintances about events in and around the San Francisco Bay Area. Thereafter, it quickly gained in popularity and scope as an online forum for free local classified ads.

25. craigslist incorporated in 1999.

26. craigslist maintains its headquarters in San Francisco, California, and the majority of servers on which the craigslist services operate are located in San Francisco.

27. The greater Bay Area, and specifically San Francisco, remains one of the largest communities of craigslist users.

28. Today, the craigslist website – [www.craigslist.org](http://www.craigslist.org) – is world renowned. It provides its free localized online classified ad services and forums in 700 cities in 70 countries worldwide, and is one of the most visited websites in the world. Each month more than 50 million Americans visit the craigslist website generating more than 20 billion page views, and posting more than 40 million free classified ads.

## B. CRAIGSLIST'S WEBSITE AND CLASSIFIED AD SERVICES

29. craigslist enables and allows users to review or post online local classified advertisements for various categories of products and services on the craigslist website.

30. The website is organized first by geographic area, and then by category of product or service within a geographic area. This organizational system ensures that craigslist remains a

1 *localized* service so buyers know they will find products and services available in their  
 2 communities. It also ensures that craigslist remains an *efficient* service so buyers' searches for  
 3 particular types of products and services are not littered with irrelevant postings.

4       31.     The categories within each geographic area (for example, jobs, personals, housing,  
 5 furniture, cars, clothes, and vehicles) are displayed on discrete webpages as lists of posted ads.

6       32.     An ad appears in a category list identified by a descriptive title created by the user  
 7 who posted the ad.

8       33.     When a new ad is posted, it is automatically placed at the top of the selected  
 9 category list in the chosen geographic area. Existing ads move progressively lower in the list as  
 10 new ads are posted at the top.

11       34.     This prioritization was implemented by craigslist as a simple method to achieve  
 12 fair and efficient service to both buyers and sellers using craigslist. Every seller's ad receives  
 13 initial positioning at the top of its list, and buyers seeking a product or service within a category  
 14 see the most current ads first.

15       35.     Other than modest fees for ad postings for jobs in certain cities, realty in New  
 16 York City, and recently ads posted in adult and therapeutic service categories, craigslist provides  
 17 services to the public free of charge.<sup>1</sup>

18 **C. CRAIGSLIST'S TOU**

19       36.     craigslist's services and the craigslist website are governed by craigslist's Terms of  
 20 Use ("TOU"). The TOU are posted on the craigslist website, and users must affirmatively accept  
 21 the TOU to post ads on craigslist and to create an account on craigslist.

22       37.     The TOU inform users that any use of the craigslist site will use or cause to be  
 23 used servers located in California.

24       38.     Similarly, the TOU state that the relationship between craigslist and its users will  
 25 be governed by the laws of the state of California, and that by agreeing to the TOU, users agree to

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27       <sup>1</sup> craigslist recently began charging fees for postings in the adult and therapeutic services sections to  
 28 facilitate identification of persons responsible for illegal and unauthorized posts for potential law  
 enforcement or other identification.

1 submit to the personal and exclusive jurisdiction of the courts located with the county of San  
2 Francisco, CA.

3 39. The TOU grant users a limited, revocable, nonexclusive license to access the  
4 craigslist website and use craigslist's services. The license limits the authorized uses of the  
5 website and services, and identifies types of uses that are not authorized.

6 40. The TOU also set out reasonable estimates of craigslist's damages as liquidated  
7 amounts for particular violations of their terms and the craigslist license.

8 41. At all times relevant, the TOU have, without limitation, prohibited the following  
9 activities:

- 10 • Repeatedly posting the same or similar content;
- 11 • Posting the same or similar content in more than one category;
- 12 • Posting the same or similar content in more than one geographic area;
- 13 • Posting ads on behalf of others, causing ads to be posted on behalf of others, and  
14 accessing craigslist services to facilitate posting ads on behalf of others;
- 15 • Using a Posting Agent (a third-party agent, service, or intermediary that posts  
16 content to craigslist on behalf of others) to post ads;
- 17 • Attempting to gain unauthorized access to craigslist's computer systems or  
18 engaging in any activity that disrupts, diminishes the quality of, interferes with the  
19 performance of, or impairs the functionality of, craigslist's services or the craigslist  
20 website;
- 21 • Using any automated device or computer program that enables postings without  
22 each posting being entered manually (an "automated posting device"), including,  
23 without limitation, the use of any automated posting device to submit postings in  
24 bulk;
- 25 • Making available content that uses automated means (e.g., spiders, robots,  
26 crawlers, data mining tools, and the like) to download data from craigslist;
- 27 • Sending unsolicited email advertisements to craigslist email addresses or through  
28 craigslist computer systems;

1           • Any collection, aggregation, copying, duplication, display or derivative use of the  
 2 service without the express permission of craigslist.

3           42. The TOU are attached to the Complaint as Exhibit A and are incorporated into the  
 4 Complaint as if fully set forth herein.

5           **D. POSTING ADS ON CRAIGSLIST**

6           43. To post an ad on craigslist, a user must access the craigslist website and first select  
 7 the geographic area in which to post his or her ad.

8           44. Upon clicking the selected geographic area option, the user is presented with a  
 9 webpage specific to that geographic area. From that webpage, a user seeking to post an ad must  
 10 click a link titled "post to classifieds."

11           45. At the resulting display page, the user chooses the appropriate genre of posting  
 12 from a list for that geographic area (for example, job offered, housing offered, housing wanted,  
 13 for sale, item wanted, personal/romance, or community). A highlighted and italicized notice at  
 14 the top of this webpage reminds users, as stated in the TOU, that "cross-posting to multiple cities  
 15 or categories is not allowed."

16           46. After selecting the appropriate genre, the user is presented with a list of categories  
 17 for ads in that genre in that geographic area (for example, categories under "for sale" ads in  
 18 Seattle, Washington include, without limitation, auto parts, bicycles, boats, collectibles,  
 19 electronics, jewelry, musical instruments, and tools), and must select an appropriate category for  
 20 his or her ad.

21           47. After selecting the appropriate category, the user specifies from a list the nearest  
 22 location within the geographic area, but a notice at the top of this webpage also alerts the users  
 23 that "*there is no need to cross-post to more than one area - doing so may get you flagged and/or*  
 24 *blocked - thanks!*"

25           48. On the subsequent page, the user creates the title, price, description and other  
 26 details for the ad, and provides an email address for replies to the ad. (craigslist anonymizes the  
 27 email address when the ad is posted and relays replies to the user's genuine email address.)

1       49.    After verifying the content of the ad, the user is required to affirmatively accept  
2 craigslist's TOU before the ad is posted.

3       50.    If the user chooses to decline the TOU, the ad is not posted.

4       51.    If the user accepts the TOU, the user receives a screen display that requires the  
5 user to respond to a CAPTCHA challenge (explained below). If the CAPTCHA challenge is  
6 successfully completed, an email is sent to the user's email address with links that allow the user  
7 to finally post, edit or delete the ad.

8       52.    To help users manage their ads, craigslist enables each user to create an account.

9       53.    To create a craigslist account, a user must provide a valid email address and  
10 affirmatively accept craigslist's TOU.

11      54.    Users with a craigslist account can post ads through an abbreviated process using  
12 their account.

13      **E. CRAIGSLIST SECURITY MEASURES**

14      55.    craigslist employs a number of security measures to protect the craigslist website,  
15 the integrity and operation of craigslist's systems and services, and craigslist users.

16      56.    One measure is the creation of temporary, anonymous email addresses for replies  
17 to ads posted by users.

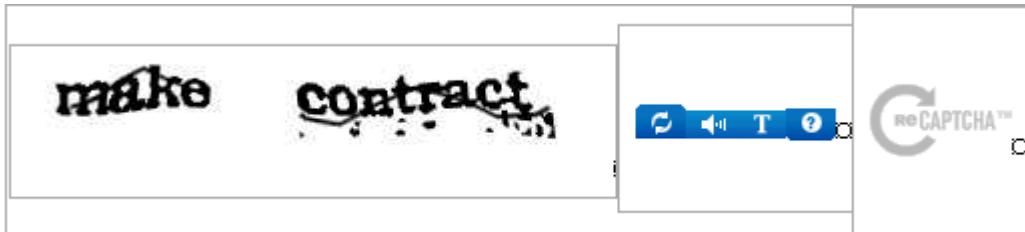
18      57.    craigslist assigns a unique craigslist email address, in the form of sale-  
19 xxxxxxxx@craigslist.org, to each advertisement posted by a user. Emails sent to this craigslist  
20 email address are automatically forwarded by craigslist to the user's personal email address  
21 (provided when the user posts the ad or creates a craigslist account).

22      58.    This system avoids publication of users' personal email addresses, but still allows  
23 users to receive replies in their personal email accounts. It protects users' privacy and makes it  
24 more difficult for spammers to obtain users' email addresses.

25      59.    Another security measure employed by craigslist is the use of a verification  
26 program commonly known as CAPTCHA ("Completely Automated Public Turing test to tell  
27 Computers and Humans Apart"). CAPTCHA is designed to ensure that a human, not a machine,  
28 completes a certain task.

1       60.    craigslist uses a CAPTCHA to ensure that ads are posted manually (as required by  
 2 the TOU) and not by automated means. To post an ad, a user must first timely solve a  
 3 CAPTCHA.

4       61.    When a user creates an account or posts an ad, the user is presented with a  
 5 webpage displaying a challenge-response test that appears in the form of a box containing  
 6 partially obscured characters that the user must type into a designated box – this is the  
 7 CAPTCHA. As shown in the example below, in craigslist's CAPTCHA, the characters of words  
 8 are obscured so a person can read them, but computer programs, bots and other automated  
 9 devices usually cannot.



16       62.    If the CAPTCHA is not timely solved, the post or creation of an account on  
 17 craigslist is not completed.

18       63.    A further security measure employed by craigslist is telephone verification.

19       64.    This measure is designed to prevent repetitious, unauthorized, unlawful and  
 20 abusive postings on craigslist by requiring users to link a valid telephone number to a registered  
 21 account in order to post ads in certain instances.

22       65.    When telephone verification is mandated, craigslist requires the user to enter a  
 23 valid telephone number in a specified box on the craigslist website. craigslist then sends a  
 24 temporary passcode to that telephone number, and the user must enter the temporary password on  
 25 the craigslist website.

26       66.    If the telephone number is not verified, the telephone verified account is not  
 27 created and the user is unable to post ads in categories that require a telephone verified account.

1       67. craigslist also uses various technological tools to detect and remove ads that have  
 2 been abusively cross posted in multiple categories or multiple areas, or that are repetitively posted  
 3 to stay at or near the top of a chosen list or lists.

4 **F. CRAIGSLIST'S COPYRIGHTS**

5       68. craigslist is committed to providing users with an easy-to-understand, easy-to-  
 6 navigate forum to post and locate ads in local communities. To that end, the craigslist website  
 7 provides uncluttered interfaces and displays for user input, searches, and results.

8       69. craigslist's website is, by design, uniquely distinctive in its clarity, composition,  
 9 and simplicity. Among the significant unique elements of the craigslist's website are the clear and  
 10 simple craigslist account registration and log in features, and the clear and simple post to  
 11 classified features.

12       70. The website embodies craigslist's mission to provide local online marketplace  
 13 communities that are predominantly free, friendly, and easy to use. The simplicity and clarity of  
 14 the craigslist website are fundamental to craigslist's reputation and garner substantial and valuable  
 15 goodwill with users.

16       71. As an online venture, the intellectual property related to the craigslist website is a  
 17 vital asset to craigslist.

18       72. craigslist's website is a work of authorship protected by copyright law.

19       73. craigslist owns all right, title, and interest, including copyrights, in and to its  
 20 website, including, but not limited to, the post to classifieds, account registration, and account log  
 21 in expressions and compilations.

22       74. The craigslist website displays copyright notices.

23       75. craigslist has registered copyrights in its website, including, but not limited to, the  
 24 post to classifieds, account registration, and account log-in features of the website. These  
 25 registrations include:

Reg. No.	Reg. Date	Title
TX0006866660	September 19, 2008	Accounts.craigslist.org 2004.

Reg. No.	Reg. Date	Title
TX0006866658	September 19, 2008	Accounts.craigslist.org 2008.
TX0006866657	September 19, 2008	Craigslist website 2006.
TX0006866662	September 19, 2008	Post.craigslist.org 2004.
TX0006866661	September 19, 2008	Post.craigslist.org 2008.

#### G. ILLICIT POSTING SOFTWARE AND SERVICES

76. Illicit auto-posting software and services threaten craigslist's simple, fair, and efficient classified ad posting and listing system. Auto-posting software and services enable the repetitious posting of duplicative ads within a category on craigslist to keep the ad at or near the top of the category list. They also enable postings in multiple categories on craigslist and in multiple geographic areas.

77. Auto-posting software and services load craigslist's classified ad services with hundreds or thousands, or even millions of illegitimate ads that are redundant, miscategorized and/or mislocated.

78. Repetitious posting of an ad, posting an ad in multiple categories, and posting an ad in more than one geographic area are all prohibited by the craigslist TOU. The TOU also expressly prohibit the use of any automated posting devices, including, but not limited to computer programs, that enable posting ads without manually entering each one.

79. Auto-posting disrupts craigslist's services by clogging craigslist categories with numerous advertisements for the same products or services or ads for irrelevant products or services. Auto-posting activities degrade craigslist user experiences and cause harm to craigslist's reputation as a fast, efficient, and fair platform for sellers to advertise and buyers to locate local items and services.

80. For example, auto-posting impairs the efficiency and ease-of-use of craigslist services for legitimate users by causing category lists to display illegitimate, irrelevant, non-local, and/or duplicative ads that users are forced to sift through to find legitimate non-redundant ads. Ads that are repeatedly auto posted also inequitably displace new ads legitimately placed at the

1 top of a category list. Additionally, auto-posting ads in multiple categories or multiple  
 2 geographic areas subverts users' expectations that they will find only ads regarding particular  
 3 products or services within a certain category and that they will find only ads for *local* products or  
 4 services within a given geographic area.

5       81. Auto-posting imposes heavy burdens on craigslist's computer systems and  
 6 personnel. It creates heightened demands on craigslist's computers and systems, and causes  
 7 craigslist to expend time and resources and to incur additional costs in order to continue to  
 8 provide its users with reliable, efficient service despite the high volumes of illegitimate ads. But  
 9 for craigslist's continuous efforts and expenditures to thwart auto-posting and its impacts, auto-  
 10 posting would overwhelm craigslist's computers and systems, effectively eliminate legitimate ads  
 11 from the site and degrade the user experience for legitimate users by increasing craigslist's  
 12 response time to legitimate users' requests, decreasing craigslist's performance and ability to  
 13 process the increased volume of ads, and frustrating legitimate users resulting in large numbers of  
 14 users abandoning craigslist.

15       82. To continue to profit from their sale of unauthorized, unlawful auto-posting  
 16 software and services despite craigslist's effort to bar them, Defendants intentionally circumvent  
 17 technological security measures implemented by craigslist to stop auto-posting, including  
 18 CAPTACHAs, telephone verification and posting limits per individual account, email address,  
 19 and IP address. Indeed, whenever craigslist implements a new protective measure, Defendants  
 20 are deterred only as long as it takes them to devise an illegitimate means of circumventing the  
 21 new measure.

22       **H. DEFENDANTS' AUTO-POSTING SOFTWARE AND SERVICES**

23       83. Defendants develop, offer, market and sell auto-posting and related software and  
 24 services in violation of craigslist's TOU through their interactive websites, [www.cladgenius.com](http://www.cladgenius.com),  
 25 [www.caposter.net](http://www.caposter.net), and [www.pvagenius.com](http://www.pvagenius.com). They sell computer software, entitled "CLAD  
 26 Genius," and other automated devices and related services that enable the automated posting of  
 27 ads on craigslist (i.e., posting without each ad being entered manually), including circumventing  
 28 craigslist security measures to do so.

1       84. Defendants advertise their "CLAD Genius" product as "Auto Posting the Smart  
 2 and Easy Way." They tout that "[w]hether you are posting on Craigslist.org, Backpage.com,  
 3 Kijiji.com or all these sites combined there is a smarter and faster way to get your classified  
 4 postings online and fully automated. Your solution is here and the tool is called CLAD Genius,  
 5 short for Classified Advertising Genius, the only software for online marketing with a built in  
 6 brain to fully manage and enhance your online posting campaigns."

7       85. Defendants advertise that "CLAD Genius" allows users to "Create Accounts  
 8 Now." They state that "with one piece of software you can post ads online, along with create  
 9 Gmail, Hotmail, and Craigslist accounts. All in a few simple clicks for easy marketing, only with  
 10 CLAD Genius."

11       86. Defendants tout that "CLAD Genius" includes the "Easy Ad Maker" feature,  
 12 which allows customers to "[b]enefit with [sic] 'mutations' by creating your ad once and having  
 13 CLAD Genius create unique versions for infinite posting abilities, helping you stay clear of  
 14 ghosting and flagging."

15       87. Defendants advertise that "CLAD Genius" includes the "Craigslist CAPTCHA  
 16 Entry" feature that allows users to bypass the craigslist CAPTCHA security measure. Defendants  
 17 state that "we have the answer with our auto CAPTCHA for Backpage and manual entry service  
 18 for Craigslist, quick and easy."

19       88. Defendants' "CLAD Genius" also includes the PVA Creator feature that creates  
 20 craigslist phone verified accounts. Defendants advertise that "[n]ever before has there been auto  
 21 posting software that creates Craigslist Phone Verified Accounts, until now! CLAD Genius is the  
 22 only product available on the market with this advance feature that actually makes your PVA's for  
 23 you. Now you don't have to make them manually. You can create as many as you need with one  
 24 tool for all your campaigns and take the worry out of posting."

25       89. Defendants' "CLAD Genius" also includes the Proxy Finder and IP Rotator  
 26 features that provide "full support for all types of internet proxies . . . for staying under the radar  
 27 when doing mass posting. You can enter your own list of private proxies, public proxies, or even  
 28 let the built in proxy drone pick for you." Defendants state that "we know the hassle of having

1 your IP's blocked when trying to run a [sic] ad campaign and how having a solid list of proxies  
 2 makes posting even easier. That's why we built into CLAD Genius the auto proxy finder that  
 3 runs every time you do your posting and finds working public IP's to run inside software to get  
 4 your ads up successfully with no extra effort involved."

5       90. Defendants charge customers \$899.95 for a copy of their CLAD Genius: PRO  
 6 software and \$499.95 for a copy of their CLAD Genius: LITE software, which includes all of the  
 7 features mentioned above except the PVA Creator.

8       91. Defendants advertise on [www.pvagenius.com](http://www.pvagenius.com) that "PVA Genius is a provider for  
 9 unlimited Craigslist phone verified accounts. All phone verified accounts created can be  
 10 effortlessly used with auto posting software CLAD Genius. Also it can either be integrated into  
 11 other 3rd party software applications or used to post on Craigslist manually." Defendants explain  
 12 that "[w]ith billions of users visiting the site on a monthly basis, you practically have the entire  
 13 world as your audience if you post ads through this site – which is why it is extremely important  
 14 to have Craigslist phone verified accounts ready and allow you to post in any area of their website  
 15 with no restrictions."

16       92. Defendants charge customers \$2.95 per phone verified account.

17       93. Defendants, operating commercial and interactive websites available to residents  
 18 of all states, sell their products and services through their websites to customers in many states,  
 19 including California residents.

20       94. Defendants' CLAD Genius includes numerous features primarily designed or  
 21 produced for the purpose of circumventing craigslist's technological security measures that  
 22 effectively control access to portions of its copyright-protected website; have only limited  
 23 commercially significant purposes or uses other than to circumvent craigslist's technological  
 24 security measures; and are marketed by Defendants or others acting in concert with Defendants  
 25 for use in circumventing craigslist's technological security measures.

26       95. Defendants' CLAD Genius includes features primarily designed or produced for  
 27 the purpose of circumventing protection afforded by craigslist's technological security measures  
 28 that effectively protect craigslist's copyrights; have only limited commercially significant

1 purposes or uses other than to circumvent protection afforded by craigslist's technological  
2 security measures; and are marketed by Defendants or others acting in concert with Defendants  
3 for use in circumventing protection afforded by craigslist's technological security measures.

4 96. On information and belief, Defendants have repeatedly and systematically posted  
5 thousands of ads on craigslist using autoposting software and continue to post thousands of ads  
6 using autoposting software, including posting duplicative ads multiple times, in multiple  
7 categories and multiple geographic areas.

8 97. On information and belief, Defendants accessed and copied the craigslist website  
9 (including, but not limited to, creating cached copies of the website) to develop, test, implement,  
10 use, and provide their CLAD Genius software, and other auto-posting software, programs,  
11 devices, and services.

12 98. These acts of access and copying were and are unauthorized or in excess of  
13 authorization for access to and use of the craigslist website, services, computers, and systems.

14 99. On information and belief, Defendants continue to access and copy the craigslist  
15 website (including, but not limited to, creating cached copies of the website) to operate, maintain,  
16 and update their auto-posting software, programs, devices, and services.

17 100. These acts of access and copying were and are unauthorized or in excess of  
18 authorization for access to and use of the craigslist website, services, computers, and systems.

19 101. On information and belief, Defendants were required to affirmatively agree to and  
20 accept, and did affirmatively agree to and accept, craigslist's TOU at one or more times when  
21 they accessed the craigslist website and services.

22 102. On information and belief, each time Defendants affirmatively accepted and  
23 agreed to abide by craigslist's TOU, Defendants intended to violate the TOU and concealed their  
24 intent to violate the TOU from craigslist.

25 103. Defendants continued to sell and support their auto-posting software after  
26 receiving craigslist's Cease and Desist Letter. On August 10, 2009, craigslist sent Defendants a  
27 Cease and Desist Letter via the electronic submission system available on the cladgius.com  
28

1 website. Defendants never responded to craigslist's letter and continued to market, develop, and  
 2 sell their products and services.

3 104. Defendants' actions are knowing, intentional, willful, malicious, and fraudulent.

4 105. Defendants' CLAD Genius features, including but not limited to the Craigslist  
 5 CAPTCHA Entry, PVA Creator, IP Rotator, Proxy Finder, and Proxy Spider features, are  
 6 primarily designed or produced for the purpose of circumventing craigslist's technological  
 7 security measures that effectively control access to portions of its copyright-protected website;  
 8 have only limited commercially significant purposes or uses other than to circumvent craigslist's  
 9 technological security measures; and are marketed by Defendants or others acting in concert with  
 10 Defendants for use in circumventing craigslist's technological security measures.

11 106. Defendants' CLAD Genius features, including but not limited to the Craigslist  
 12 CAPTCHA Entry, PVA Creator, IP Rotator, Proxy Finder, and Proxy Spider features, are  
 13 primarily designed or produced for the purpose of circumventing protection afforded by  
 14 craigslist's technological security measures that effectively protect craigslist's copyrights; have  
 15 only limited commercially significant purposes or uses other than to circumvent protection  
 16 afforded by craigslist's technological security measures; and are marketed by Defendants or  
 17 others acting in concert with Defendants for use in circumventing protection afforded by  
 18 craigslist's technological security measures.

19 107. On information and belief, Defendants do not disclose to their customers that their  
 20 services are unlawful and violate the craigslist TOU.

21 108. Defendants also knowingly, willfully, intentionally, fraudulently and maliciously  
 22 induce, encourage and assist craigslist users to abuse craigslist systems and services and violate  
 23 the craigslist TOU.

24 **I. CRAIGSLIST'S INJURIES**

25 109. Defendants' actions and activities burden, interfere with and harm craigslist's  
 26 systems, services, and resources; burden, interfere with and harm the use of craigslist by  
 27 legitimate users; burden, interfere with and harm craigslist's relationship, reputation and goodwill  
 28 with legitimate users; and violate numerous provisions of the TOU.

1           110. Defendants have caused craigslist to incur substantial costs to investigate,  
 2 remediate, prevent, and combat Defendants' auto-posting software, programs, devices, and  
 3 services and Defendants' unauthorized access to and use of craigslist's systems and services, and  
 4 to investigate, remediate, and prevent harm to craigslist's computer systems and services caused  
 5 by the Defendants.

6           111. For example, the increased load and burden on craigslist's servers, and the burden  
 7 on craigslist's personnel resources to develop counter measures, investigate incidents, remove  
 8 unauthorized ads, and address user complaints as a result of auto-posting, cost craigslist well in  
 9 excess of \$5,000 per year.

10          112. Damages and losses incurred by craigslist include, without limitation, interference  
 11 with proper and efficient service to legitimate users; requiring craigslist to undertake  
 12 extraordinary actions to monitor and enhance website infrastructure; and significantly increasing  
 13 costs of computer hardware, software, bandwidth, co-location fees, troubleshooting, customer  
 14 service, and systems maintenance.

15          113. Furthermore, the harm to craigslist's relationships, reputation and goodwill with  
 16 legitimate users is real and irreparable.

17          114. For example, users have blamed craigslist for interference with the fair and  
 18 efficient operation of craigslist services caused by illicit auto-posting, and have accused craigslist  
 19 of conspiring with parties responsible for auto-posting, like Defendants. Users who become  
 20 frustrated by auto-posting abuses on craigslist may stop using craigslist and never return. Such  
 21 injuries to craigslist cannot be compensated by monetary damages and are irreparable.

22          115. The craigslist TOU include a liquidated damages provision to compensate  
 23 craigslist for harm and injury from certain unauthorized and prohibited activities.

24          116. Under the TOU' liquidated damages provision, as a result of their violations,  
 25 Defendants are liable to craigslist for, among other relief and remedies, the following amounts:

26           • \$1,000 for each post or message that impersonated any person or entity, or falsely  
 27 stated the affiliation of the sender with another person or entity;

1           • \$100 for each message posted in excess of limits established by craigslist or each  
2 day that craigslist is accessed after craigslist terminates access to or use of the  
service; and  
3  
4           • \$100 for each item posted by a posting agent.

5           117. craigslist is entitled to an injunction to stop Defendants' unlawful activities and the  
6 irreparable harm they are causing craigslist. craigslist is also entitled to monetary damages,  
7 including, but not limited to, liquidated damages, to compensate for the quantifiable harm and  
8 injury Defendants have caused and continue to cause craigslist.

9           **VI. CLAIMS FOR RELIEF**

10           **FIRST CLAIM FOR RELIEF**  
11           **COPYRIGHT INFRINGEMENT**  
12           **(DIRECT, VICARIOUS AND CONTRIBUTORY)**  
13           **17 U.S.C. § 101, ET SEQ.**

14           118. craigslist realleges and incorporates by reference all of the preceding paragraphs.  
15           119. craigslist owns and has registered copyrights in its website and specific portions  
16 thereof.  
17  
18           120. Defendants had and have access to craigslist's website.  
19           121. Defendants have copied and/or created derivative works from craigslist's website  
20 and/or portions thereof, and continue to do so.

21           122. Defendants' copies and/or derivative works are substantially similar to craigslist's  
22 original copyright-protected website.

23           123. The copies and/or derivative works created by Defendants are unauthorized.  
24           124. At all times relevant, Defendants obtained a direct financial benefit from the  
25 infringement and had the right and ability to control the infringing conduct, and/or intentionally  
26 induced, encouraged, caused or materially contributed to the infringement.

27           125. The foregoing acts of Defendants constitute direct infringement, vicarious  
28 infringement and/or contributory infringement of craigslist's exclusive rights in its copyrighted  
works under 17 U.S.C. § 106.

126. Upon information and belief, Defendants' actions were and are intentional, willful, wanton and performed in disregard of craigslist's rights.

127. craigslist has been and will continue to be damaged, and Defendants have been unjustly enriched, by Defendants' unlawful infringement of craigslist's copyrighted works in an amount to be proven at trial.

128. Defendants' conduct also has caused irreparable and incalculable harm and injuries to craigslist, and, unless enjoined, will cause further irreparable and incalculable injury, for which craigslist has no adequate remedy at law.

129. craigslist is entitled to the relief provided by 17 U.S.C. §§ 502-505, including, but not limited to, injunctive relief, an order for the impounding and destruction of all Defendants' infringing copies and/or derivative works, compensatory damages (including, but not limited to actual damages and/or Defendants' profits), statutory damages, punitive damages, and craigslist's costs and attorneys' fees in amounts to be determined at trial.

**SECOND CLAIM FOR RELIEF**  
**VIOLATION OF THE DIGITAL MILLENNIUM COPYRIGHT ACT ("DMCA")**  
**17 U.S.C. § 1201, ET SEQ.**

130. craigslist realleges and incorporates by reference all of the preceding paragraphs.

131. craigslist has registered copyrights in its website and specific portions thereof.

132. craigslist employs numerous technological measures, including, but not limited to, identification of recurrent IP addresses, CAPTCHAs, and telephone verification systems, to effectively protect and control access to and use of its copyrighted website and/or portions thereof.

133. Defendants have circumvented and are circumventing technological measures that effectively control access to craigslist's copyrighted website and/or portions thereof.

134. On information and belief, Defendants manufacture, import, provide, offer to the public, or otherwise traffic in technology, products, services, devices, components, or parts thereof, that are primarily designed or produced for the purpose of circumventing technological measures and/or protection afforded by technological measures that effectively control access to craigslist's copyrighted website and/or portions thereof.

135. On information and belief, Defendants' technology, products, services, devices, components, or parts thereof have limited or no commercially significant purpose or use other than to circumvent technological measures that effectively control access to the craigslist website and/or portions thereof.

136. On information and belief, Defendants and/or others acting in concert with Defendants market such technology, products, services, devices, components, or parts thereof with Defendants' knowledge for use in circumventing technological measures that effectively control access to the craigslist website and/or portions thereof.

137. craigslist has been and will continue to be damaged in an amount not presently known with certainty, but which will be proven at trial.

138. Defendants' conduct also has caused irreparable and incalculable harm and injuries to craigslist, and, unless enjoined, will cause further irreparable and incalculable injury, for which craigslist has no adequate remedy at law.

139. craigslist is entitled to the range of relief provided by 17 U.S.C. §§ 1201-1203, including, but not limited to, injunctive relief, compensatory damages or statutory damages, punitive damages, and craigslist's costs and attorneys' fees in amounts to be proven at trial.

**THIRD CLAIM FOR RELIEF**  
**VIOLATION OF COMPUTER FRAUD AND ABUSE ACT**  
**18 U.S.C. § 1030**

140. craigslist realleges and incorporates by reference all of the preceding paragraphs.

141. craigslist's computers are involved in interstate and foreign commerce and communication, and are protected computers under 18 U.S.C. § 1030(e)(2).

142. On information and belief, Defendants intentionally accessed craigslist's computers without authorization or in excess of authorized access, and through interstate or foreign communication, obtained information from craigslist's computers in violation of the Computer Fraud and Abuse Act ("CFAA"), 18 U.S.C. § 1030(a)(2)(C).

143. On information and belief, Defendants knowingly and with intent to defraud, accessed craigslist's computers without authorization or in excess of authorized access, and

thereby furthered the intended fraud and obtained services of value (other than use of the computers) in violation of the CFAA, 18 U.S.C. § 1030(a)(4).

144. On information and belief, Defendants intentionally accessed craigslist's computers without authorization and caused and/or recklessly caused damage in violation of the CFAA, 18 U.S.C. § 1030(a)(5)(A)(ii) and (iii).

145. Defendants' actions have caused loss to one or more persons, including, but not limited to, craigslist, in a one year period aggregating at least \$5,000 in value in accordance with the CFAA, 18 U.S.C. § 1030(a)(5)(B)(i).

146. Defendants' conduct has also caused irreparable and incalculable harm and injuries to craigslist, and, unless enjoined, will cause further irreparable and incalculable injury, for which craigslist has no adequate remedy at law.

147. Under the CFAA, 18 U.S.C. § 1030(g), craigslist is entitled to injunctive relief, compensatory damages, and other equitable relief.

**FOURTH CLAIM FOR RELIEF**  
**VIOLATION OF CAL. PEN. CODE § 502**

148. craigslist realleges and incorporates by reference all of the preceding paragraphs.

149. craigslist is the owner or lessee of the computers, computer systems, computer network, computer programs, and data that operate the craigslist website and services.

150. Defendants have knowingly accessed and without permission used craigslist data, computers, computer systems and/or computer network in order to devise and/or execute a scheme to defraud and deceive in violation of California Penal Code § 502(c)(1).

151. Defendants have knowingly accessed and without permission taken, copied, and/or made use of data from craigslist computers, computer systems and/or computer network in violation of California Penal Code § 502(c)(2).

152. Defendants have knowingly and without permission used or caused to be used Craigslist's computer services in violation of California Penal Code § 502(c)(3).

153. Defendants have knowingly and without permission accessed and added data to craigslist computers, computer systems and/or computer network in violation of California Penal Code § 502(c)(4).

154. Defendants have knowingly and without permission disrupted or caused the disruption of craigslist's computer services and/or have knowingly and without permission denied or caused the denial of computer services to authorized users of craigslist's computers, computer services and/or computer network in violation of California Penal Code §502(c)(5).

155. Defendants have knowingly and without permission provided or assisted in providing a means of accessing craigslist computers, computer systems, and/or computer network in violation of California Penal Code § 502(c)(6).

156. Defendants have knowingly and without permission accessed or caused to be accessed craigslist computers, computer systems, and/or computer network in violation of California Penal Code § 502(c)(7).

157. craigslist has suffered and continues to suffer damage as a result of Defendants' violations of the California Penal Code § 502 identified above.

158. Defendants' conduct also has caused irreparable and incalculable harm and injuries to craigslist (including, but not limited to, craigslist's reputation and goodwill), and, unless enjoined, will cause further irreparable and incalculable injury, for which craigslist has no adequate remedy at law.

159. Defendants willfully violated California Penal Code § 502 in disregard and derogation of craigslist's rights and the rights of legitimate craigslist users, and their actions as alleged above were carried out with oppression, fraud and malice.

160. Pursuant to California Penal Code § 502(e), craigslist is entitled to injunctive relief, compensatory damages, punitive or exemplary damages, attorneys' fees, costs and other equitable relief.

**FIFTH CLAIM FOR RELIEF**  
**BREACH OF CONTRACT**

161. craigslist realleges and incorporates by reference all of the preceding paragraphs.

1       162. Use of the craigslist website and use of craigslist services are governed by and  
2 subject to the TOU.

3       163. At all relevant times, the main craigslist homepage and the homepage for each  
4 geographic region have provided links to the TOU.

5       164. In addition, users are presented with the TOU and must affirmatively accept the  
6 TOU to register for a craigslist account to post ads.

7       165. In addition, users are presented with the TOU and must affirmatively accept the  
8 TOU before they can post an ad without an account.

9       166. On information and belief, Defendants affirmatively accepted and agreed to the  
10 TOU.

11       167. On information and belief, Defendants have repeatedly accessed and used  
12 craigslist's website and services, and thereby accepted the TOU.

13       168. On information and belief, Defendants affirmatively accepted the TOU by clicking  
14 the "ACCEPT the terms of use" option (not the "DECLINE the terms of use" option) when they  
15 set up accounts on craigslist.

16       169. On information and belief, Defendants affirmatively accepted the TOU by clicking  
17 the "ACCEPT the terms of use" option (not the "DECLINE the terms of use" option) when they  
18 posted ads on craigslist.

19       170. The TOU are binding on Defendants.

20       171. Defendants' actions, as described above, have willfully, repeatedly and  
21 systematically breached the TOU.

22       172. craigslist has performed all conditions, covenants, and promises required of it in  
23 accordance with the TOU.

24       173. Defendants' conduct has damaged craigslist, and caused and continues to cause  
25 irreparable and incalculable harm and injury to craigslist.

26       174. craigslist is entitled to injunctive relief, compensatory damages, liquidated  
27 damages under the TOU, attorneys' fees, costs and/or other equitable relief.

1

**SIXTH CLAIM FOR RELIEF**  
**INDUCING BREACH OF CONTRACT**

2

3       175. craigslist realleges and incorporates by reference all of the preceding paragraphs.

4

5       176. craigslist's TOU constitute a valid and existing contract between craigslist and  
craigslist users.

6

7       177. Defendants had knowledge of the TOU and of the valid and existing contract  
between craigslist and craigslist users created by the TOU.

8

9       178. Defendants intended to induce users to breach their contract with craigslist.

10

11       179. Users who were induced to utilize Defendants' products and services did in fact  
breach the TOU by acts, including, but not limited to:

12

- 13           • Repeatedly posting the same or similar content;
- 14           • Posting the same item or service in more than one category;
- 15           • Posting the same item or service in more than one geographic area;
- 16           • Gaining unauthorized access to craigslist's computer systems; and
- 17           • Using "automated posting devices" to post to craigslist.

18       180. These breaches of the TOU were caused by Defendants' unjustified and wrongful  
conduct.

19

20       181. Defendants' conduct has damaged craigslist, and caused and continues to cause  
irreparable and incalculable harm and injury to craigslist.

21

22       182. craigslist is entitled to injunctive relief, compensatory damages, liquidated  
damages under the TOU, attorneys' fees, costs and/or other equitable relief.

23

24       183. craigslist is informed and believes that Defendants' conduct was undertaken with  
the intent to injure craigslist, or with a willful and conscious disregard of craigslist's rights, and  
constitutes clear and convincing evidence of oppression, fraud and malice under California Civil  
Code § 3294. As a result, craigslist is entitled to an award of punitive damages against  
Defendants in an amount sufficient to deter them from future misconduct.

25

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1

**SEVENTH CLAIM FOR RELIEF**

**INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS**

2

3 184. craigslist realleges and incorporates by reference all of the preceding paragraphs.

4 185. craigslist's TOU constitute a valid and existing contract between craigslist and  
craigslist users.

5 186. Defendants had knowledge of the TOU and of the valid and existing contract  
between craigslist and craigslist users created by the TOU.

6 187. Defendants committed intentional and unjustified acts designed to interfere with or  
disrupt the contract between craigslist and craigslist users.

7 188. Defendants caused actual interference with or disruption of relationships between  
craigslist and craigslist users.

8 189. Defendants' conduct has damaged craigslist, and caused and continues to cause  
irreparable and incalculable harm and injury to craigslist.

9 190. craigslist is entitled to injunctive relief, compensatory damages, liquidated  
damages under the TOU, attorneys' fees, costs and/or other equitable relief.

10 191. craigslist is informed and believes that Defendants' conduct was undertaken with  
the intent to injure craigslist, or with a willful and conscious disregard for craigslist's rights, and  
constitutes clear and convincing evidence of oppression, fraud and malice under California Civil  
Code § 3294. As a result, craigslist is entitled to an award of punitive damages against  
Defendants in an amount sufficient to deter them from future misconduct.

11

**EIGHTH CLAIM FOR RELIEF**

**FRAUD**

12

13 192. craigslist alleges and incorporates by reference all of the preceding paragraphs.

14 193. On information and belief, Defendants have repeatedly accessed and used  
craigslist's website and services, including, but not limited to, the post to classified, account  
registration and account log in portions and services of the website, and, in doing so, represented  
to craigslist that they would comply with the TOU, and thus that they would not, among other

1 things, use automated devices, post duplicative ads, post ads in multiple categories or multiple  
2 geographic areas, or otherwise abuse or interfere with the website or services.

3 194. On information and belief, Defendants affirmatively accepted the TOU by clicking  
4 the "ACCEPT the terms of use" option (not the "DECLINE the terms of use" option) when they  
5 set up accounts on craigslist, and thereby expressly represented to craigslist that they would  
6 comply with the TOU, and thus that they would not, among other things, use automated devices,  
7 post duplicative ads, post ads in multiple categories or multiple geographic areas, or otherwise  
8 abuse or interfere with the website or services.

9 195. On information and belief, Defendants affirmatively accepted the TOU by clicking  
10 the "ACCEPT the terms of use" option (not the "DECLINE the terms of use" option) when they  
11 posted ads on craigslist, and thereby expressly represented to craigslist that they would comply  
12 with the TOU, and thus that they would not, among other things, use automated devices, post  
13 duplicative ads, post ads in multiple categories or multiple geographic areas, or otherwise abuse or  
14 interfere with the website or services.

15 196. craigslist reasonably relied on Defendants' representations to provide Defendants  
16 with access to portions of the craigslist website and access to certain services offered on the  
17 craigslist website.

18 197. Defendants' representations that they would comply with the TOU were false.

19 198. Defendants have accessed and used the craigslist website and services, and, when  
20 they accepted the TOU, they intended to, and did, access and use the craigslist website and  
21 services, in violation of the TOU as described above.

22 199. On information and belief, when Defendants accepted the TOU and accessed and  
23 used craigslist's website and services, they concealed from craigslist their true intent to violate the  
24 TOU.

25 200. As a result of Defendants' fraudulent representations and omissions, Defendants  
26 obtained information about the structure and operating features of craigslist's website and services  
27 to enable them to design, test and operate their auto-posting software and services and related  
28 devices.

201. Defendants' conduct has damaged craigslist, and caused and continues to cause irreparable and incalculable harm and injury to craigslist.

202. craigslist is entitled to injunctive relief, compensatory damages, liquidated damages under the TOU, attorneys' fees, costs and/or other equitable relief.

203. craigslist is informed and believes that Defendants' conduct was undertaken with the intent to injure craigslist, or with a willful and conscious disregard for craigslist's rights, and constitutes clear and convincing evidence of oppression, fraud and malice under California Civil Code § 3294. As a result, craigslist is entitled to an award of punitive damages against Defendants in an amount sufficient to deter them from future misconduct.

## **VII. PRAYER FOR RELIEF**

WHEREFORE, plaintiff craigslist, Inc. prays for the following relief:

1. A preliminary injunction and permanent injunction enjoining and restraining all Defendants, their employees, representatives, agents, and all persons or entities acting in concert with them during the pendency of this action and thereafter perpetually from:

(a) Manufacturing, developing, creating, adapting, modifying, exchanging, offering, distributing, selling, providing, importing, trafficking in, or using any automated device or computer program (including, but not limited to, any technology, product, service, device, component, or part thereof) that enables postings on craigslist without each posting being entered manually:

(b) Manufacturing, developing, creating, adapting, modifying, exchanging, offering, distributing, selling, providing, importing, making available, trafficking in, or using content that uses automated means (including, but not limited to, spiders, robots, crawlers, data mining tools, and data scraping tools) to download or otherwise obtain data from craigslist;

(c) Engaging in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, craigslist's services or the craigslist website;

(d) Copying, distributing, displaying, creating derivative works or otherwise using protected elements of craigslist's copyrighted website (located at [www.craigslist.org](http://www.craigslist.org)).

1 including, but not limited to, the website's post to classifieds, account registration and account log  
2 in expressions and compilations, and from inducing, encouraging, causing or materially  
3 contributing to any other person or entity doing the same;

4 (e) Circumventing technological measures that control access to craigslist's  
5 copyrighted website and/or portions thereof (including, but not limited to, CAPTCHAs and RE-  
6 CAPTCHAs), and from inducing, encouraging, causing or materially contributing to any other  
7 person or entity doing the same;

8 (f) Manufacturing, developing, creating, adapting, modifying, exchanging,  
9 offering, selling, distributing, providing, creating, importing, trafficking in, or using technology,  
10 products, services, devices, components, or parts thereof, that are primarily designed or produced  
11 for the purpose of circumventing technological measures and/or protection afforded by  
12 technological measures that control access to craigslist's copyrighted website and/or portions  
13 thereof, and from inducing, encouraging, causing or materially contributing to any other person or  
14 entity doing the same;

15 (g) Accessing or attempting to access craigslist's computers, computer  
16 systems, computer network, computer programs, and data, without authorization or in excess of  
17 authorized access, including, but not limited to, creating accounts or posting content on the  
18 craigslist website, and from inducing, encouraging, causing, materially contributing to, aiding or  
19 abetting any other person or entity to do the same;

20 (h) Manufacturing, developing, creating, adapting, modifying, exchanging,  
21 offering, selling, distributing, providing, importing, trafficking in, purchasing, acquiring,  
22 transferring, marketing or using any program, device, or service designed to provide an  
23 automated means of accessing craigslist's website, automated means of creating craigslist  
24 accounts, or automated means of posting ads or other content on the craigslist's website,  
25 including, but not limited to, any program, device, or service that is, in whole or in part, designed  
26 to circumvent security measures on the craigslist website;

27 (i) Repeatedly posting the same or similar content on craigslist, posting the  
28 same item or service in more than one category on craigslist, posting the same item or service in

1 more than one geographic area on craigslist, and from inducing, encouraging, causing, assisting,  
 2 aiding, abetting or contributing to any other person or entity doing the same;

3 (j) Posting ads on behalf of others, causing ads to be posted on behalf of  
 4 others, and accessing craigslist to facilitate posting ads on behalf of others;

5 (k) Using, offering, selling or otherwise providing a third-party agent, service,  
 6 or intermediary to post content to craigslist;

7 (l) Misusing or abusing craigslist, the craigslist website and craigslist services  
 8 in any way, including, but not limited to, violating the craigslist TOU; and

9 (m) Accessing or using craigslist's website for any commercial purpose  
 10 whatsoever.

11 2. An order requiring Defendants to account for, hold in constructive trust, pay over  
 12 to craigslist, and otherwise disgorge all profits derived by Defendants from their unlawful  
 13 conduct and unjust enrichment as permitted by law;

14 3. An award to craigslist of damages, including, but not limited to, liquidated,  
 15 compensatory, statutory, and punitive damages, as permitted by law;

16 4. For an award of prejudgment and post-judgment interest; and

17 5. An award to craigslist of its costs of suit, including, but not limited to, reasonable  
 18 attorneys' fees, as permitted by law;

19 6. For such other relief as the Court deems just and proper.

21 DATED: February 26, 2010

**PERKINS COIE LLP**

22 By: /s/ Brian Hennessy

23 Brian Hennessy (SBN 226721)

24 BHennessy@perkinscoie.com

25 Elizabeth L. McDougall (WA Bar No. 27026)

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26 Attorneys for Plaintiff  
 craigslist, Inc.

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a jury trial of all issues in the above-captioned action which are triable to a jury.

DATED: February 26, 2010

PERKINS COIE LLP

By: /s/ Brian Hennessy

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